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EXAMINER

GARG, YOGESH C

ART UNIT	PAPER NUMBER
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3625

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**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Paper No. 19

Application Number: 09/328,983  
Filing Date: June 09, 1999  
Appellant(s): WALLGREN ET AL.

\_\_\_\_\_  
Elena B. Dreszer  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed 2/1<sup>5</sup>/2004

**(1) *Real Party in Interest***

A statement identifying the real party in interest is contained in the brief.

**(2) *Related Appeals and Interferences***

A statement identifying the related appeals and interferences which will directly affect or be directly affected by or have a bearing on the decision in the pending appeal is contained in the brief.

**(3) *Status of Claims***

The statement of the status of the claims contained in the brief is correct.

**(4) *Status of Amendments After Final***

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

**(5) *Summary of Invention***

The summary of invention contained in the brief is correct.

**(6) *Issues***

The appellant's statement of the issues in the brief is correct.

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**(7) Grouping of Claims**

Appellant's brief includes a statement that claims 1-13 and 15-22 do not stand or fall together and provides reasons as set forth in 37 CFR 1.192(c)(7) and (c)(8). The appellant's statement of the grouping of the claims is slightly incorrect as it has left out claim 14 from grouping, which appears to be a typographical error. Claim 14 is to be grouped with the first grouping 1-4, 12, 14 and 21-22., and which is in line with the arguments stated in the appeal brief.

**(8) Claims Appealed**

The copy of the appealed claims contained in the Appendix to the brief is correct.

**(9) Prior Art of Record**

6,295,513	THACKSTON	9-2001
5,970,471	HILL	10-1999
5,930,810	FARROS ET AL.	7-1999
5,826,244	HUBERMAN	10-1998

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**10) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims. The ground (s) for rejection are reproduced below from the final Office Action and are provided here for the convenience of both Appellant and The Board of Patent Appeals:

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-12, and 14-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thackston, in view of Hill, and further in view of Huberman.

With regards to claims 1-12 and 14-22, Thackston teaches a computer-based method, system, a web server comprising comparing a plurality of vendor specific instances of a job request object via a Web interface, each vendor specific instance of the job request object to represent a relationship between a customer and one of a plurality of vendors to perform a job project, wherein the vendor responses being based on the customer submissions and the job request, each vendor specific instance of the job request object defined through a series of iterative customer submissions and vendor responses based upon a criteria including payment, delivery terms, etc., and comparing comprises incrementally adding constraints to each initially under-constrained vendor specific instance of the job request object to produce a sufficiently-constrained vendor specific instance of the job request object, and to allow the customer to select one of the plurality of vendors to perform the job project (see at least, col.3, line 64-col.6, line 35, col.8, lines 45-57, col.8, line45-col.13, line 25, col.15, line 28-col.16, line 4, col.17, line 34-col.25, line58, col.48, line 26-col.52, line17, FIG.2, FIG.3, "394-EC Data", FIG.4, "415-Contracts between prime contractors and suppliers Data module", FIG.6, "394-EC Data", FIG.8, "890-Stored Time Multimedia Communications Sessions Data Module", FIG.9, "988-Electronic Commerce Processing Module", FIG.10, "1004-Contracts Module", FIG.12, FIG.13, "1306-Quasi-Real-Time Graphics Processing Module", FIG.14, "988-Electronic Commerce Processing Module", FIGs 26-28. Note: "templates" (col.13, lines 11-16, col.25, lines 25-58) correspond to request object and the changes made/negotiated/formalized during interactive communication processing with suppliers/vendors (col.24, line 28-col.25, line 25, col.8, lines 45-58) corresponds to vendor specific instances of a job request in the application. At least, col.50, lines 43-65, "The RFQ may include information pertaining to how many rounds of bids will be considered...", disclose series of iterative customer submissions and vendor responses.).

Applicant's disclosure (page 5, lines 1-9) teaches that his invention is applicable for a custom manufacturing project and a print job can be an example. As per the disclosure, the invention is not directed to print job only. Similarly, though Thackston's embodiment is related to an electronic commerce application for finalizing suppliers for an engineering project, he further

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teaches that other embodiments and uses of his invention are apparent to those having ordinary skill in the art as the same steps and system elements would be applicable for other applications. Thackston's steps and system elements can be applicable to a print job also. In the same field of e-commerce, Huberman teaches a system and method to enable ordering and negotiating a print job on an electronic network (col.2, line 54-col.7, line 31). In view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston to combine Huberman's feature of ordering and negotiating a print job on an electronic network. Doing so would enable the system to create an electronic marketplace and bidding system where the buyers and suppliers could interactively negotiate/formalize specifications via templates of the job as explicitly disclosed in Thackston and provide open and efficient pricing practices for ordering print jobs on electronic networks as suggested in Huberman (col.2, 54-63).

Thackston/Huberman does not disclose comparing vendor specific instances in a combined view. However, Hill explicitly teaches comparing vendor specific instances in a combined view (see at least abstract, FIG.9, FIG.13, col.8, line 53-col.10, line 29). In view of Hill, it would have been obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston/Huberman to combine Hill's feature of comparing vendor specific instances in a combined view. Doing so would enable the buyer to view two different images corresponding to two or more different vendors' quotes frames side by side and thus making comparison convenient and faster as explicitly discussed in Hill.

Claim 13 is rejected under 35 U.S.C. 103(a) as being unpatentable over Thackston/Huberman/Hill and further in view of Farros et al. (US Patent 5,930,810)

With regards to claim 13, Thackston/Huberman/Hill teaches a computer based vendor specific instance of an electronic print job request object as disclosed in claim 12 and analyzed above. Thackston/Huberman/Hill further teaches that characteristics like bindings, delivery schedules, colorization, text, image recognition, etc. will have different pricing structure from different vendors (see at least Huberman, col.2, lines 38-43 and col.3, lines 40-58). Thackston/Huberman/Hill does not disclose "covers " also a characteristic along with bindings, delivery schedules, and etc. to have different pricing structure from different vendors. However, in the same field of printing, Farros teaches considering covers a characteristic to be considered for getting different pricing structure from different vendors (col.9, lines 33-47, "..... FIG. 8. A form 802 may include a number of components 804.1.....each of the components represent.....or faces .....such as cover, inside, back cover..."). it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston/Huberman/Hill to include "covers " also a characteristic along with bindings, delivery schedules, etc. to have different pricing structure from different vendors. Doing so would enable customer to negotiate the cost for designing and printing the cover pages (Front cover, inside Front cover, Back cover, inside back cover) as per his requirements.

## **(11) Response to Argument**

**ISSUE A     Whether the Thackston reference, on its face, is eligible prior art against the present application?**

The applicant argues (see pages 5-6 of the brief) that the Office action has not established that the material being cited in support of the present rejection was contained in the parent applications 09/270,007 and 09/311,150, which have filing dates earlier than that of the applicant's present application. In response, the examiner would like to bring to the notice that copies of the parent applications 09/270,007 and 09/311,150 were forwarded to the applicant with an advisory action, paper # 16, on January 23, 2004 and were resent again on February 24, 2004 with a miscellaneous office letter, paper # 18 on knowing from the applicant that they did not receive the said copies sent earlier through paper # 16. When those copies were sent with the advisory action, paper # 16, the examiner stated that he has reviewed both the parent applications and found support for the rejections made in the final office action.

The examiner would like to inform that the figures 1 through 19 B and col.8, line 61-col.33, line 46 of Thackston reference are supported in verbatim by the parent application 09/311150, Figures 1 through 19 B and pages 16-61. Also, the figures 20-26 and col.33, line 47-col.48, line 22 of Thackston reference are supported in verbatim by the parent application 09/270,007, Figures 1 through 6 and pages 9-34. As regards, the figures 26-28 and col.48, line 23-col.52, line 17 disclose the integrated capabilities of the two systems already disclosed in parent applications 09/311150 and 09/270,007 (see at least col.48, lines 26-43, " *The third aspect of the invention provides an*

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*electronic trading community (ETC) whereby a prime contractor/designer with a part design model can electronically solicit bids or proposals by issuing a request for quote (RFQ) or request for proposal (RFP) to fabricators. **In the preferred embodiment, the ETC capability of the system is integrated with the first and second aspects of the invention, the NICECAD capability for virtual collaborative engineering, and the GMR capability for identifying qualified fabricators.....*** “).

**ISSUE B     The 35 USC 103 (a) rejection of claims 1-22 was erroneous, because the references relied upon in the Office Action were improperly combined.**

With regards to claims 1-12 and 14-22, the applicant argues (see page 6 of the appeal brief) that there is no suggestion/motivation to combine Thackston and Huberman with Hill because Hill's invention is related to merchandising and therefore should not be applicable to the Thackston/Huberman's mechanism of collecting bids from different vendors for a predefined job. The examiner respectfully disagrees.

In response to applicant's argument that Hill's reference is nonanalogous art, it has been held that a prior art reference must either be in the field of applicant's endeavor or, if not, then be reasonably pertinent to the particular problem with which the applicant was concerned, in order to be relied upon as a basis for rejection of the claimed invention. See *In re Oetiker*, 977 F.2d 1443, 24 USPQ2d 1443 (Fed. Cir. 1992). In this case, Hill's reference teaches presenting a combined view of plurality of



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product images for side by side comparison/review of the images on a computer screen enabling the user to carry out side by side comparison and select a product image (see col.3, lines 11-22, *"According to one aspect of the present invention, a method is provided for presenting a plurality of product images for review by a user on a computer including a display, a memory, and an input device. The method includes the steps of displaying a plurality of product images on the display, providing product image review boxes on the display for a side-by-side comparison of selected product images, receiving a user input selecting a product image from the plurality of product images displayed on the display, and displaying the selected product image in one of the review boxes for a side-by-side comparison with at least one other selected product image."*, and col.10, lines 24-28, *"Anytime the review button is selected, computer 18 displays the four selected image display boxes 178, 180, 182, and 184 as illustrated in FIG. 13. This permits a side-by-side comparison of the particular products in which the customer is interested."* Both the applicant's invention and the Hill's reference teach comparing a plurality of images- in Hill the images are related to the images of products and in the application the images are related to the images of the vendor's bids being viewed on a computer screen-to provide a solution to the user to be able to have a combined view of more than one such images to allow him to make a selection. It would have been obvious to one of an ordinary skill in the art in the field of electronic commerce when faced with a viewing problem of a plurality of images such as vendor's bids would look to the solution of others, such as Hill who was also faced with the problem of viewing a combined image of a number product images kept side by side

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and therefore, it is obvious that the Hill's art reference is analogous to the applicant's art.

See MPEP 2141.01(a) Analogous and Nonanalogous Art-TO RELY ON A REFERENCE UNDER 35 U.S.C. 103, IT MUST BE ANALOGOUS PRIOR ART..... ("A reference is reasonably pertinent if, even though it may be in a different field from that of the inventor's endeavor, it is one which, because of the matter with which it deals, logically would have commended itself to an inventor's attention in considering his problem."); and Wang Laboratories Inc. v. Toshiba Corp., 993 F.2d 858, 26 USPQ2d 1767 (Fed. Cir. 1993). ANALOGY IN THE ELECTRICAL ARTS, See, for example, Wang Laboratories, Inc. v. Toshiba Corp., 993 F.2d 858, 26 USPQ2d 1767 (Fed. Cir. 1993) (Patent claims were directed to single in-line memory modules (SIMMs) for installation on a printed circuit motherboard for use in personal computers. .... Two references disclosed circuits used in high power, high frequency devices which inhibited the runaway of pulses from a pulse source. **The court held that one of ordinary skill in the pacemaker designer art faced with a rate-limiting problem would look to the solutions of others faced with rate limiting problems, and therefore the references were in an analogous art.**)

With regards to claim 13, the applicant argues (see pages 6-7 of the appeal brief) that there is no suggestion/motivation to combine Thackston and Huberman with the reference Farros because Farros' invention is directed at enabling a customer to define a product provided by a particular vendor by choosing a category of a product along with selecting a desired layout without having an opportunity to receive a bid

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from any other vendor and therefore should not be applicable to the Thackston/Huberman's mechanism of collecting bids from different vendors for a predefined job. The examiner respectfully disagrees. The applicant's arguments are not relevant to the limitation of claim 13, which recites that " the print job project comprises a different pricing structure for each vendor based on at least binding, covers, and delivery schedules". This limitation is not directed to receiving and collecting bids from vendors but instead is limited to considering certain required characteristics like binding, covers, and delivery schedules affecting the price structure of the print job. Both Farros (see at least col.2, lines 20-41, "*In a principle aspect, the present invention takes the form of a printing system which provides for the creation of a variety of types of documents and the printing of the documents at a local printer and/or at a remotely located printing facility.....* ", and Thackston/Huberman (see final action page 5, "*In view of Huberman, it would be obvious to a person of an ordinary skill in the art at the time of the invention to modify Thackston to combine Huberman's feature of ordering and negotiating a print job on an electronic network. ....* " are directed to creating print jobs/documents.

The examiner identified in the final office action on page 6 that the combined reference Thackston/Huberman/Hill (see at least Huberman, col.2, lines 38-43 and col.3, lines 40-58) discloses that the price structure is based upon different characteristics like bindings, delivery schedule, colorization, etc. The examiner further identified in the final office action on page 6 that Thackston/Huberman/Hill did not disclose considering the type of "covers" in the price structure. However, in the same

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field of printing system and creating printing documents, Farros discloses considering covers a characteristic for a print job(col.9, lines 33-47, ".....FIG. 8. A form 802 may include a number of components 804.1.....each of the components represent.....or faces ....such as cover, inside, back cover...."). It would be obvious to one of ordinary skill in the printing art of creating printing documents, when faced with the problem of finding the characteristics that should be considered in creating a print job and its pricing, to look to the solution of Farros in the same art of printing system and creating documents to consider "covers" also in the pricing structure of print jobs.

**ISSUE C     *The 35 USC 103 (a) rejection of claims 1-22 is erroneous, because the feature of iterative submissions and vendor responses, recited in claims 1-22, is not inherent in the negotiation process disclosed in Thackston.***

**&**

**ISSUE D     *The 35 USC 103 (a) rejection of claims 5-11 and 15-20 is erroneous, because the Thackston/Huberman/Hill combination fails to disclose the feature of claims 5-11 and 15-20 where, " one or more constraints of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration"***

The applicant has argued (see appeal brief pages 7-9) that the claimed features: "iterative customer submissions and vendor responses " in claim 1 and " an iterative process in which one or more constraints on one of the vendor specific instances of the

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print job request object are added, removed and /or modified during each iteration" in claims 5 and 15 is not necessarily present in negotiations, contracting...as taught in the reference Thackston while negotiating business contracts and transactions in the engineering environment and hence the feature of iterative submissions and vendor responses is not taught in the negotiation process disclosed in Thackston. The examiner disagrees for the following reasons:

Thackston discloses conducting negotiations by using a series of contract templates as a starting point for contractors and suppliers and different terms and conditions for creating an agreement (see Thackston col.13, lines 1-25). The " Plain Meaning " of the term" negotiations" used in Thackston is interpreted by the examiner as conducting to and fro discussions between two parties that is between contractors and suppliers in order to reach an agreement or sign a contract (see page 503 of Webster's New World Thesaurus, Revised Edition Copyright © 1985 Simon & Schuster, Inc, NY. See Appendix A.). Thesaurus defines that the term "negotiate" is synonymous with making arrangements to bargain, or transact or confer or settle. The terms bargaining/transacting/settling implies to carry out to and fro or repetitive discussions between the two parties to settle/reach an agreement wherein every time one party submits some terms for acceptance by the other and the other party, in response, makes changes to the terms submitted by the first party and this process goes on till a settlement is reached between the two. If this repetitive process of submissions and responses do not work out into an agreement it is then called that the negotiations have failed. For example, a contractor, in response to a vendor's bid may modify the quoted

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terms by reducing the price, changing the specifications of the material or demanding an improved delivery. In response, the vendor, instead of accepting the contractor's offer, further makes changes in the customer's proposed offer trying to reach a middle ground. This process can continue till both the parties either agree to certain terms and conditions to make a contract or realize that they cannot reach an agreement. If the parties are able to make a contract then it is said that negotiations resulted into an agreement and if the parties do not make an agreement then it is said that negotiations failed to reach an agreement. The negotiation process of such repetitive discussions between parties to reach an agreement correspond to "iterative customer submissions and vendor responses " in claim 1 and " an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and /or modified during each iteration" in claims 5 and 15. Note: In the above example, every time when a contractor or supplier, in response to each other, makes changes to each other's submission by making changes in the price or demanding a new improved delivery or a change in the material's specification or adding additional terms in the negotiation process corresponds to adding removing or modifying the constraints.

It is to be noted that the applicant's specification does not define explicitly that the feature "iterative customer submissions and vendor responses ", is not same as the plain meaning of the term "negotiations". See MPEP § 2173.05(a).<Where applicant acts as his or her own lexicographer to specifically define a term of a claim contrary to its ordinary meaning, the written description must clearly redefine the claim term and set

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forth the uncommon definition so as to put one reasonably skilled in the art on notice that the applicant intended to so redefine that claim term. *Process Control Corp. v. HydReclaim Corp.*, 190 F.3d 1350, 1357, 52 USPQ2d 1029, 1033 (Fed. Cir. 1999). In this regard the applicant's attention is also invited to MPEP 2111.01 [R-1] Plain Meaning-THE WORDS OF A CLAIM MUST BE GIVEN THEIR "PLAIN MEANING" UNLESS THEY ARE DEFINED IN THE SPECIFICATION. ....During examination, the claims must be interpreted as broadly as their terms reasonably allow. This means that the words of the claim must be given their plain meaning unless applicant has provided a clear definition in the specification. In re Zletz, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) (discussed below)>; *MSM Investments Co. v. Carolwood Corp.*, 259 F.3d 1335, 1339-40, 59 USPQ2d 1856, 1859-60 (Fed. Cir. 2001) ... "PLAIN MEANING" REFERS TO THE MEANING GIVEN TO THE TERM BY THOSE OF ORDINARY SKILL IN THE ART...When not defined by applicant in the specification, the words of a claim must be given their plain meaning. In other words, they must be read as they would be interpreted by those of ordinary skill in the art. > *Rexnord Corp. v. Laitram Corp.*, 274 F.3d 1336, 1342, 60 USPQ2d 1851, 1854 (Fed. Cir. 2001)(explaining the court's analytical process for determining the meaning of disputed claim terms); *Toro Co. v. White Consol. Indus., Inc.*, 199 F.3d 1295, 1299, 53 USPQ2d 1065, 1067 (Fed. Cir.1999)("[W]ords in patent claims are given their ordinary meaning in the usage of the field of the invention, unless the text of the patent makes clear that a word was used with a special meaning.").

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In view of the foregoing, it is maintained that the reference Thackston discloses the limitation, "or iterative customer submissions and vendor responses " as recited in claim 1.

**ISSUE E     The 35 USC 103 (a) rejection of claim 13 is erroneous, because the Thackston/Huberman/Hill/Farros combination fails to disclose "a different pricing structure for each vendor based on...covers", as required by claim 13.**

The applicant has argued (see appeal brief pages 9-10) that neither Thackston, nor Huberman, nor Hill, nor Farros teaches the limitation "a different pricing structure for each vendor based on...covers", as required by claim 13 and further that although Farros discloses a layout that may include components that represent "covers" but does not teach the limitation that the pricing structure may be based on cover. The examiner disagrees because the applicant has attacked the references individually. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). In this case, the examiner identified in the final office action on page 6 that the combined reference Thackston/Huberman/Hill (see at least Huberman, col.2, lines 38-43 and col.3, lines 40-58) discloses that the price structure is based upon different characteristics like bindings, delivery schedule, colorization, etc. The examiner further

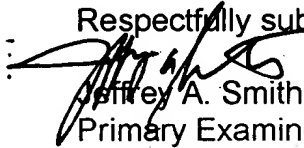


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identified in the final office action on page 6 that Thackston/Huberman/Hill did not disclose considering the type of "covers" in the price structure. However, in the same field of printing system and creating printing documents, Farros discloses considering covers a characteristic for a print job (col.9, lines 33-47, ".....FIG. 8. A form 802 may include a number of components 804.1.....each of the components represent...or faces ....such as cover, inside, back cover...."). It would be obvious to one of ordinary skill in the printing art of creating printing documents, when faced with the problem of finding the characteristics that should be considered in creating a print job and its pricing, to look to the solution of Farros in the same art of printing system and creating documents to consider "covers" also in the pricing structure of print jobs.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

  
Jeffrey A. Smith  
Primary Examiner  
Art Unit 3625

  
YCG

April 15, 2004

Conferees


Eric Stamber  
Supervisor  
Art Unit 3622




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Application/Control Number: 09/328,983  
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Appendix A  
(attached to Examiner's Answer, Paper#19)

# Webster's New World Thesaurus

prepared by  
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updated by  
**William D. Lutz**

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New York

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short, be inadequate, have occasion  
th, have use or need for, miss, be or  
e needy or poor, be bereft or de-  
s deficient (in), go hungry, not ap-  
om hand to mouth; *all* (D): feel the  
n and out, be hard up, be up against  
also want 1. —*Ant.* own\*, have, hold.  
—*Syn.* wanted, required, desired; see

wing instrument]—*Syn.*awl, spike,  
arner.  
izes of needles include the following  
wing-machine, (tacking, darning,  
shoemaker's, sail-maker's, surgeon's,  
et, straw, (long-eyed) sharp, ground-  
n, blunt, embroidery, crewel.

ted wirelike instrument]—*Syn.* hy-  
dle), syringe, phonograph needle,  
needle, electrolytic needle, probe.  
instrument]—*Syn.* gauge, indicator,  
ointer 1.

n. quiz, question, nag; see *bother* 2,  
2.

d.—*Syn.* unwanted, excessive,  
unnecessary, useless 1.

n.—*Syn.* fancywork, tailoring,  
mbroidery 1, sewing.

yn.—have to, be obligated to, have  
must.

*Syn.* destitute, indigent, penniless.

n.—*Syn.* idler, bum, vagrant; see  
nephew, n.—*Syn.* brother's or sister's

—*Syn.* bad, treacherous, evil; see  
nephew by marriage; see also niece,

To nullify]—*Syn.* repeal, retract,  
cancel 2.

ct]—*Syn.* belie, oppose, refute; see

. [Opposite]—*Syn.* contradiction,  
ary; see *opposite*.

yn. opposition, contradiction, re-  
denial 1, refusal.

1. [Involving a refusal]—*Syn.* deny-  
dissentient, disavowing, contradic-  
repugnant, recusant, gainsaying, im-  
travening, rejecting, naysaying,  
nt. admissible\*, assenting, accept-

itive qualities]—*Syn.* unaffirmative,  
ed, privative, neutralizing, coun-  
tulling, abrogating, invalidating,  
ic\*, validating, affirmative.

\ refusal]—*Syn.* contradiction, dis-  
n; see *denial* 1, refusal.

mage]—*Syn.* film, plate, developed  
2, picture 2.

he act of showing indifference to  
slight, disregard, thoughtlessness,  
lessness, scorn, oversight, inadver-  
ness, inattention, unconcern, incon-  
ain, coolness; see also *indifference* 1.  
neglecting duties or charges]—*Syn.*  
venliness, neglectfulness; see *care-*

3. [The result of neglecting]—*Syn.* chaos, default,  
lapse; see *delay* 1, failure 1.

**neglect**, *v.* 1. [To treat with indifference]—*Syn.*  
slight, scorn, overlook, disregard, contemn, disdain,  
detest, rebuff, affront, despise, ignore, depreciate,  
spurn, underestimate, undervalue, shake off, make  
light of, laugh off, keep one's distance, forget one-  
self, pass over or up or by, have nothing to do with,  
let slip, let alone, let tomorrow take care of itself,  
keep aloof (from), let go, not care for, pay no atten-  
tion to, leave alone, not give a hoot or darn or  
damn, pay no heed or mind, turn one's shoulder  
upon, set at naught; *all* (D): let the grass grow  
under one's feet, leave well enough alone, let (it)  
ride, play possum, keep at arms length.—*Ant.* con-  
sider\*, appreciate, value.

2. [To fail to attend to responsibilities]—*Syn.* pass  
over, defer, procrastinate, suspend, dismiss, dis-  
card, let pass or slip, miss, skip, gloss over, let go,  
ignore, be remiss or derelict, trifle, slur, skimp,  
postpone, lose sight of, look the other way, let (it)  
go, dismiss from the mind, not trouble oneself with,  
be slack, evade, be careless or irresponsible; see  
also omit 1.—*Ant.* watch\*, care for, attend.

**neglected**, *mod.*—*Syn.* slighted, disregarded,  
scorned, disdained, despised, affronted, over-  
looked, ignored, spurned, contemned, under-  
valued, deferred, dismissed, passed over, post-  
poned, evaded, deteriorated, underestimated,  
declined, decayed, unheeded, lapsed, uncared for,  
unwatched, depreciated, unconsidered, unthought  
of, shaken off, unused, unwanted, tossed aside,  
abandoned, forgotten; *all* (D): (out) in the cold, hid  
under a bushel basket, dropped, put on the  
shelf; see also omitted.—*Ant.* considered\*, cared  
for, heeded.

**neglectful**, —*Syn.* heedless, negligent (of), inat-  
tentive; see *careless* 1, indifferent 1, lazy 1.

**neglecting**, *mod.*—*Syn.* disregarding, ignoring,  
slighting; see *omitting*, overlooking 2.

**negligee**, *n.*—*Syn.* kimono, nightdress, pajamas;  
see *clothes*, nightgown, robe.

**negligence**, *n.*—*Syn.* remissness, oversight, heed-  
lessness; see *carelessness*, indifference 1, neglect 1.

**negligent**, *mod.*—*Syn.* indifferent, inattentive,  
neglectful; see *careless* 1.

**negligently**, *mod.*—*Syn.* heedlessly, indifferently,  
sloppily; see *carelessly*.

**negotiable**, *mod.*—*Syn.* variable, transactional,  
debatable; see *transferable*.

**negotiate**, *v.* 1. [To make arrangements for]—*Syn.*  
arrange, bargain, confer, consult, parley, transact,  
mediate, make peace, contract, settle, adjust, con-  
ciliate, concert, accommodate, bring to terms,  
make terms, make the best of, treat with, moder-  
ate, umpire, referee, work out; *all* (D): dicker, hag-  
gle, bury the hatchet; see also *arbitrate*.

2. [To transfer]—*Syn.* barter, allocate, transmit;  
see *assign* 1, sell 1.

**negotiating**, *n.*—*Syn.* transacting, trading, bar-  
gaining, conferring.

**negotiation**, *n.* 1. [Arbitration]—*Syn.* compromise,  
intervention, mediation; see *agreement* 1.

2. [A conference]—*Syn.* meeting, consultation,  
colloquy; see *discussion* 1.

**negotiator**, *n.*—*Syn.* mediator, moderator, arbi-  
trator; see *judge* 2.

**Negro**, *n.*—*Syn.* black, Ethiopian, African, Afro-  
American, Afro-Asian, Sudanese, Hamite, Kroom-  
man, colored or Negroid person, black man, Black  
Panther, Black Muslim, Bantu.

**neigh**, *v.*—*Syn.* nicker, whinny, call; see *sound* 1.

**neighbor**, *n.*—*Syn.* acquaintance, bystander, next-  
door-neighbor, nearby resident; see also *friend* 1.

**neighborhood**, *n.*—*Syn.* environs, block, vicinity,  
vicinage, locality, proximity, purlieus, district, adja-  
cency, quarter, parish, closeness, nearness, pre-  
cinct, ward, propinquity, community, contiguity,  
region, area, zone, section, suburb, part, tract; see  
also *area* 2.

in the neighborhood of (D)—*Syn.* about, approxi-  
mately, close to; see *near* 1.

**neighboring**, *mod.*—*Syn.* adjacent, adjoining,  
contiguous; see *bordering*, near 1.

**neighborly**, *mod.*—*Syn.* sociable, hospitable,  
helpful; see *friendly* 1.

**neither**, *conj.* and *mod.*—*Syn.* nor yet, also not, not  
either, not, not at all.

**neither**, *pron.*—*Syn.* not one or the other, neither  
one, not this one, none of two, nor this nor that, no  
one of two, not the one, not any one; see also *none*  
1, nothing.

**neologism**, *n.*—*Syn.* coinage of words, neology,  
new word, new phrase, nonce word, synthetic  
word, vogue word; see also *phrase*, word 1.

**neophyte**, *n.*—*Syn.* novice, student, beginner; see  
*amateur*.

**nephew**, *n.*—*Syn.* brother's or sister's son, grand-  
nephew, son of a brother-in-law or sister-in-law,  
nephew by marriage; see also *niece*, relative.

**Neptune**, *n.*—*Syn.* god of the sea, Poseidon,  
Oceanus; see *god* 1.

**nerve**, *n.* 1. [The path of nervous impulses]—*Syn.*  
nerve fiber, nerve tissue, nerve filament, nerve  
cord, nervure, venation; see also *tissue* 3.

Types of nerves include the following—motor, sen-  
sory, efferent, afferent, effectors, receptors.

Important nerves include the following—optic, au-  
ditory, acoustic, vagus, cardiac, digastic, inferior  
cardiac, axillary, cervicofacial, ciliary, fourth, fifth,  
lacrymal, lingual, middle cardiac, ophthalmic.

2. [Courage]—*Syn.* resolution, spirit, mettle; see  
*courage* 1.

3. [Impudence]—*Syn.* temerity, audacity, effron-  
tery; see *rudeness*.

**nerveless**, *mod.* 1. [Weak]—*Syn.* spineless, ner-  
vous, feeble; see *afraid* 1, cowardly 1, weak 3.

2. [Calm]—*Syn.* controlled, intrepid, impassive;  
see *calm* 1, patient 2, tranquil 2.

**nerve oneself**, *v.*—*Syn.* take or pluck (up) one's  
courage, prepare (for), get ready (for); see *fight* 2,  
*oppose* 2, prepare 1, resist 1.

**nerve-racking**, *mod.*—*Syn.* exhausting, horrible,  
wearisome; see *difficult* 1, painful 1.

**nerves**, *n.* 1. [Stamina]—*Syn.* fortitude, firmness,  
pluck; see *endurance* 2.

2. [(D) A nervous excitement]—*Syn.* strain, ten-  
sion, hysteria, emotional stress, sleeplessness,  
neurasthenia; see also *nervousness* 1.

get on one's nerves (D)—*Syn.* exasperate, irritate,  
annoy; see *bother* 2, 3.